# LAKE COUNTY DEPARTMENT OF CENTRAL PURCHASING

#### **PRESENTS**

#### INVITATION TO BID FOR

# MICRO X-RAY FLUORESCENCE ANALYZER

# LAKE COUNTY CRIME LABORATORY

#### **BID OPENING TIME**

SEPTE	MBER 2, 2015		11:00 A.M.
NAME AN	D ADDRESS OF FIRM AND C	CONTACT PERSON	SUBMITTING BID
	(VENDOR TO COMPLETE A	AROVE INFORMATION	V)

#### COUNTY OF LAKE 105 MAIN STREET PAINESVILLE, OHIO 44077

#### SPECIFICATIONS AND BID FORMS FOR THE PURCHASE OF:

#### MICRO X-RAY FLUORESCENCE ANALYZER

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#### **COUNTY OF LAKE**

DATE OF BID OPENING: SEPTMBER 2, 2015

ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND TOGETHER WITH ANY ADDENDA ISSUED, AND MUST BE RETURNED WITH THE BID. OTHERWISE THE BID MAY BE CONSIDERED INFORMAL.

ALL BIDS SUBMITTED <u>MUST INCLUDE</u> THE REQUIRED BID BOND AND A PROPERLY EXECUTED SIGNATURE PAGE, (SP-1).

ANY INFORMATION REGARDING THESE SPECIFICATIONS, PLEASE CONTACT; LINDA ERDEI AT 440-350-2793.

#### **INSTRUCTIONS TO BIDDERS**

1. Except as otherwise provided herein, the Instructions to Bidders, Bid Contract Form, and all specifications, drawings and other documents referred to herein shall be a part of the contract.

#### 2. DEFINITIONS:

- A. The term "bidder" or "contractor" shall mean the corporation, partnership or individual proposing or under contract to furnish the material, labor and/or equipment listed in the specifications.
- B. The term "County" shall mean the County of Lake.
- C. "Calendar Day" shall mean everyday shown on the calendar.
- D. "Clerk" shall mean the Clerk to the Lake County Board of Commissioners or his duly authorized representative.

#### 3. BID:

To be entitled to consideration, a bid must be made in accordance with the following instructions:

A. <u>Preparations:</u> Each shall be submitted in duplicate on the forms furnished by the County. All signatures shall be clearly and legibly written in long hand. No oral, telegraphic or telephonic bid or modifications will be considered. Each bid shall show the breakdown for each item as directed on the Bid Contract Form. All bids shall be considered informal which contain items not specified on the Bid Contract Form.

Prices for the materials and equipment shall include hauling and delivery to any place designated on the County's purchase order, within the corporate limits of the County. In the event of a discrepancy between unit bid prices and extensions thereof, the unit bid shall govern.

B. <u>Names of Bidders:</u> Each bid shall give the full business name and address of bidders and be signed by them with their usual signature. Bids by partnership shall furnish the full names of all partners and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.

Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of corporation and by the signature and title of the President, Secretary or other person authorized to bind it in the matter.

The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to their signature the word "President", "Secretary", "Agent", or other title without disclosing their principal, may be held to be the bid of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer or agent signing on behalf of a corporation or partnership shall be furnished.

C. Delivery: The bid shall be sealed in an envelope addressed to:

Lake County Board of Commissioners County Clerk 105 Main Street Painesville, Ohio 44077

And delivered to the office of the Lake County Commissioner Department on the date set forth in the legal advertisement. The sealed envelope shall also bear the name of bidder, the general item or items bid on, and the date the bids are to be opened. Bids will be received until the date and time specified in the legal advertisement. Bids will be opened and read immediately thereafter, in Commissioners Chambers, 4<sup>th</sup> Floor, Lake County Administration Center.

- D. <u>Bids to Include All Work:</u> Each bid shall include all work described in the Instructions to Bidders, Specifications, Bid Contract Form and all drawings.
- E. <u>Withdrawal of Bid:</u> Permission will not be given to withdraw or modify any bid after it has been deposited as provided above. Negligence on the part of the bidder in preparing the bids confers no right for the withdrawal of the bid after it has been opened.
- F. Acceptance or Rejection of Bid: The County reserves the right to accept bids at any time within sixty (60) days after the same are opened as provided above. The County reserves the right to reject any or all bids. In determining the award, each item may be considered separately, and separate contracts may be awarded on the various items, unless specified to the contrary in the specifications.
- G. <u>Bid Bond or Check:</u> Each bid must be accompanied by a **Bid Bond** for the **FIVE PERCENT** (5%) of the bid, or by a certified check, cashier's check, or money order equal to **Five Percent** (5%) of the amount of bid, drawn on a solvent bank and payable to the Treasurer of Lake County, Ohio as surety that if the bid is accepted, a contract will be entered into and its performance properly secured. The Bid Guaranty shall comply with Ohio Revised Code 153.54.

- H. <u>Complete Bid:</u> No bidder shall be considered the lowest and best bidder or eligible to be awarded the contract to which this bid applies unless the bidder has completed all forms, affidavit, certificates and documents that constitute this bidding document.
- I. <u>Forfeiture of Check or Bid Bond:</u> If the bidder to whom the contract is awarded shall fail to honor the contract, or fail to sign any documents necessary to formalize the contract, if any, the deposit accompanying the bid shall thereupon be forfeited to the County for and as liquidated damages. The work may then be re-advertised or awarded to the deemed second best bidder as the County may determine.
- J. <u>Quantities:</u> The quantities of the work shown on the Specifications and Bid Contract are estimated by the County and will be used as the basis for comparison of the bids only. The County reserves the right to decrease or increase any quantities and to eliminate any item or items on the plans or bids.
- K. <u>Informal Bids:</u> Bids will be considered informal and may be rejected for the following reasons:
  - 1. If the bid is on a form other than that furnished by the County or if the form is altered or any part thereof detached.
  - 2. If there are unauthorized additions, conditional or alternate bids or other irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning.
  - 3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a bid limiting maximum gross amount of awards acceptable to any one bidder at any one letting, provided that any selection of awards will be made by the County.
  - 4. If the bid does not contain a unit price for each pay items listed, except in the case of authorized alternate pay items or lump sum items.
- 4. <u>COMPETENCY OF BIDDERS:</u> No bid will be considered unless the bidder submitting the same shall furnish evidence satisfactory to the County Clerk that they have the necessary equipment, ability and financial resources to fulfill the conditions of the contract and specifications. Previous experience and responsibility of the bidders will be considered in awarding the contract. No contract will be awarded to any bidder who is in default as to surety or otherwise upon any obligation to the County.

- A. <u>Disqualification of Bidders:</u> Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids.
  - 1. More than one bid for the same work from an individual, firm, or corporation under the same or different names.
  - 2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any further work of the County until any such participant shall have been reinstated as a qualified bidder.
  - 3. Bid prices which obviously are unbalanced.
  - 4. No bidder shall be considered a responsive and responsible bidder or eligible to be awarded the contract to which this bid specification apply, if the bidder is listed on the Auditor of State database as having a "Finding of Recovery" as the term in defined in R.C. 9.24.

#### 4. WRITTEN AND ORAL EXPLANATION:

Should a bidder find discrepancies in, or omissions from, the drawings or specifications, or should they be in doubt as to their meaning, they shall notify the County, which may send written instructions to all bidders. The County will not be responsible for any oral instructions.

#### 5. ADDENDUM OR MODIFICATION:

Any addendum or modification issued during the time of bidding shall be covered in the bid and in closing a contract such addendum or modification will become part thereof. In the event any such addendum or modification is issued by the County within 72 hours of the time set for the closing of bids, excluding Saturdays, Sundays, and legal holidays, the time for submitting bids shall be extended one week, with no further advertising of bids.

#### 6. TAX EXEMPTIONS:

The County is tax exempt from federal excise and transportation taxes and Ohio State sales tax. Prices quoted should not include either federal excise or Ohio sales tax. Tax exemption certificates covering these taxes will be furnished whenever necessary. The transportation tax is not applicable on any purchase cosigned to the County and no tax exemption certificate is required. If, for any reason, a contemplated purchase would not

be tax exempt, this fact will be indicated in the specifications, and such taxes may be included on the price or shown as a separate item in the bid.

#### 7. DISCRIMINATION:

In the hiring of employees for the performance of work under this contract or any subcontract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of race, creed, color, age, sex, or handicap, discriminate against any citizen of the State in the employment of any laborer or worker who is qualified and available to perform the work to which the employment relates.

#### 8. INSURANCE:

If the specifications indicate insurance is required, then the contractor shall obtain and pay for liability insurance, \$500,000 combined single limit for each occurrence – to protect the contractor and County against any claims arising out of any operations conducted in connection with the contract. The policy shall carry a rider giving a one-month cancellation notice to the County. This policy shall include contractual liability insurance as applicable to the contractor's obligations and shall name the County as an insured.

#### 9. <u>LIABILITY:</u>

The bidder shall defend, indemnify, and save harmless the County and its officers and agents from all claims, demands, payments, suits, actions, recoveries and judgments of every description, whether or not well founded in law, brought or recovered against it, by reason of any act or omission of said bidder(s) their agents, subcontractors or employees, in the execution of the contract, or for the use of any patented inventions by said bidder, and a sum sufficient to cover aforesaid claims may be retained by the County from monies due to become due to the bidder under contract, until such claims shall have been discharged.

#### 10. ROYALTIES AND LICENSE FEES:

The bidder shall pay all royalties and license fees. The bidder herein agrees to assume and save the County, its officers, and agents harmless from liability of any kind or nature whatsoever, arising out of the use by the County, its officers and agents of any appliance, apparatus, or mechanism, which may be furnished or installed by the bidder under the terms of this contract including patent or copyright infringement and to defend the County from any and all such liabilities whether or not such claims are well founded in law.

#### 11. ASSIGNMENT OF CONTRACT:

The bidder who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or right, title or interest in or to the same, or part thereof, without previous consent in writing from the County Commissioners, endorsed on or attached to the contract.

#### 12. <u>CANCELLATIONS:</u>

Should the material supplied or delivered to the County under this contract fail at any time to meet the specifications required by the contract, then in such event, the County may cancel this contract upon written notice to the bidder.

#### 13. CONTROL OF WORK:

The County Crime Laboratory Director, Linda Erdei, or her designated agent, will decide all questions which may arise as to the quality and acceptability of materials, furnished; work performed as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and to compensation.

#### 14. CLAIMS FOR ADJUSTMENT AND DISPUTES:

If, in any case, the Contractor deems that additional compensation is due for work or materials not clearly covered in the contract or not ordered by the County Commissioners as extra work, as defined herein, the Contractor shall notify the County Commissioners in writing of their intention to make claim for such additional compensation before they begin the work on which the claim is based. If such notification is not given and the County Commissioners are not afforded proper facilities by the contract for keeping strict account of actual costs required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor, and the fact that the County Commissioners have kept account of the cost aforesaid, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the County Commissioners is found to be just, it will be paid as extra work in the amount as approved by the County Commissioners.

#### 15. DURATION OF CONTRACT:

A contract shall be for the period stated in the specifications, and shall include all materials, equipment, and/or services ordered or delivered during the period. All prices quoted shall be for a definite fixed price unless otherwise noted in the specifications.

#### 16. PURCHASES:

After a contract has been signed, it shall only become operative upon delivery to the bidder, of a duly signed purchase order. The County shall only be obligated under the contract to the extent of such order. The County shall not be liable for any claims in the event that the total quantity of material ordered under the contract should prove to be greater or less than the estimated amount in the specifications.

#### 17. <u>DELIVERIES:</u>

The bidder agrees to make deliveries of supplies and materials within a reasonable period from the time purchase orders are received, which reasonable time is estimated to be thirty (30) days, unless otherwise stated in bid.

#### 18. PAYMENT OF INVOICES:

Invoices will be due and payable within thirty (30) days of receipt of the invoice by the

County. All invoices should be mailed to the attention of the Crime Laboratory Director, Linda Erdei. Payments may be made on a basis of estimated withheld.

#### 19. GENERAL:

Contractors shall furnish all labor, equipment, materials, services and supplies necessary to complete the proposed work. All work shall be performed according to all standards of good workmanship complete in every detail. Contractors shall coordinate their work with the work of others and upon completion, remove tools, equipment, waste and debris and leave the site in broom clean condition. Contractors shall warrant all materials and equipment with the normal and usual warranties, including, where applicable, warranties of merchantability and fitness for a particular purpose.

The County of Lake reserves the right to accept any part of any bids and reject all or parts of any and all bids, and waive any informalities in bidding.

#### 20. PREVAILING WAGE:

Contractors must comply with ORC Chapter 4115 when applicable. It is the contractor's responsibility to contact the County's Prevailing Wage Coordinator to determine requirements.

# **CORPORATE RESOLUTION**

	, Secretary of
(Name)	, Secretary of (Company Name)
an Corp	poration hereby certifies that the following is a true
and correct copy of a resolution	duly adopted by the Board of(Company Name)
, on	. 20 to wit:
namely, directed to enter into any and al	of this company,, be and he hereby authorized and l contracts, bid guaranty and performance bonds with IIO, for the purpose of furnishing labor and materials as to
at such price and upon such terr modifications thereto, as said	ns and conditions, including any amendments or  (Name)
Corporation. Resolved further,	a best, and that said actions shall be binding upon that said be, and be, and (Name)
	ected to execute and deliver unto said COUNTY OF s which in his discretion he shall deem necessary to carry
FEDERAL TAX ID NUMBER CORPORATE SEAL: (Place	
IN WITNESS WHEREOF, I ha	we hereunto set my hand and affixed the seal of
said Corporation of	
Thisday of	, 20, and I further certify that said
resolution is still in full force an	nd effect.

### IV

# SIGNATURE PAGE

BIDDER NAME (print/type):	
BIDDER ADDRESS:	
TELEPHONE #:	
STATE INCORPORATED:	DATE:
Per page CR-1, Corporate Res	solution, I
	(Signature)
Secretary of	certify that this is a true and Resolution on file as of this date.
correct copy of the Corporate	Resolution on file as of this date.
	n, the undersigned having been authorized to enter into be Corporation hereby submits this bid for consideration
	(Name – print/type)
	(Title)
	(Signature)

#### V BID CONTRACT FORM

TO: BOARD OF LAKE COUNTY COMMISSIONERS 105 MAIN STREET LAKE COUNTY ADMINISTRATION PAINESVILLE, OH 44077
I/WE DO HEREBY SUBMIT THE FOLLOWING BID BASED ON SPECIFICATIONS ATTACHED HERETO, ON THE FOLLOWING:
MICRO X-RAY FLUORESCENCE ANALYZER
TOTAL NET AMOUNT OF BID \$
NAME ADDRESS CITY STATE ZIP TELEPHONE () BY AND THE TITLE
(Signature and title) This form may be duplicated when there are several items that make up the bid. This page must be used because it contains <b>TOTAL</b> bid price and the <b>5%</b> ( <b>FIVE PERCENT OF BID</b> or <b>FIVE PERCENT</b> ( <b>5%</b> ) <b>OF BID BOND.</b> It also requests the warranty & delivery information.
The additional pages should follow this page. Those will be the pages from the bid spec listing all the individual items that make up the bid and their cost. (Example: labor-material or furniture for example will consist of chairs, desks, tables, panels, etc., this obviously will require additional pages cost breakdown by units).
DELIVERY/COMPLETION:
WARRANTY:

BC-1

#### **SPECIFICATIONS**

#### A. GENERAL REQUIREMENTS

- 1. <u>INTENT:</u> The intent of these specifications is to describe: <u>MICRO X-RAY FLUORESCENCE ANALYZER</u> Only bids submitted for the complete products will be considered. Products must be current year manufactured model. The County reserves the right at the time of the bid award to accept or reject any or all bids.
- 2. <u>BRAND OR TRADE NAME:</u> Brand names, where mentioned in these specifications, are not intended to be restrictive, but rather to indicate the level of quality required by the County. In any instance where a brand name is mentioned, it is assumed that the phrase "or equal" shall follow.
- 3. <u>MANUALS:</u> One (1) complete set of parts, repair and O&M manuals shall be provided with and for each different model product at the time of delivery.
- 4. <u>WARRANTY:</u> Bidder shall submit written conditions and periods of warranty with the bid.
- 5. OSHA: Bidder shall comply with the provisions of the Occupational Safety and Health Act and Standards and Regulations issued thereunder and certify that all items conform to and comply with said standards and regulations.

#### B. MINIMUM REQUIREMENTS:

1. These specifications detail minimum requirements acceptable to the County of Lake. Should the manufacturer's current specifications exceeds these, they shall be considered minimum and shall be furnished, and equipment and components included in the bid shall be stipulated. Any additions, deletions, or variations from the minimum must be stated in the space provided with the specifications.

Any and all parts not specifically mentioned in these specifications but which are required for the proper and safe operation of the products shall be furnished by the bidder and shall conform in strength, quality of material and workmanship to that provided by the industry in general. All items not specifically mentioned but which are standard factory items shall be furnished.

- C. <u>MANDATORY REQUIREMENTS:</u> The micro x-ray fluorescence analyzer for the Lake County Crime Laboratory must meet or exceed the following mandatory specifications.
  - 1. The system shall include a computer and monitor that shall allow full acquisition/analysis control of the system. The operating system must be Windows 7 or a more current version of Windows. The software shall include Microsoft Office. The monitor shall be a flat screen and at least 22 inches.
  - 2. The system's chamber shall be able to accommodate samples as large as 27 cm width x 27 cm length x 8 cm height and up to 500 grams in weight.
  - 3. The system's stage shall be motorized and controlled via software or joystick, and shall have a stage travel of 100 mm x 100 mm x 60 mm. The stage must have a minimum size step of 5 microns and a scanning range of 100 mm x 100 mm x 60 mm.
  - 4. The system's x-ray generator's acceleration voltage shall be a minimum 50 kV, 1mA, rhodium source.
  - 5. The x-ray generator shall be computer-controlled with selectable ranges of 10-50 kV in 1 kV steps; current shall be selectable from 10 to 1000 micro amps. The x-ray generator shall not require external water cooling.
  - 6. The system's x-ray detector shall cover a minimum area of 30 mm<sup>2</sup> silicon drift with an energy resolution of less than 145 eV at the Mn k-line, and have an energy range of 0 to 40 keV. The detector shall not require liquid nitrogen.
  - 7. The system's primary x-ray beam shall be normal to the stage and coaxial with the optical image used for analysis and include a filter system that can be used with all X-Ray optics and collimators. The optical video image of the samples shall be in color with low magnification of 10X or lower, and a higher magnification at or above 70X.
  - 8. The system's x-ray beam shall use polycapillary optics and have three interchangeable spot sizes of approximately 30 microns and approximately one and two millimeters. The changing between the three capillary optics shall be computer controlled.
  - 9. The system shall include a vacuum pump. The system shall allow for data collection under vacuum and atmospheric conditions.

- 10. The system shall detect elements ranging from sodium to uranium on the Periodic Table of Elements. The system shall detect samples as small as 30 micrometers in diameter, and capable of quantification of all elements down to sodium.
- 11. The system shall attain a limit of detection of 75 ppm or less for titanium and strontium using the NIST SRM 1831 glass standard under operating conditions specified by ASTM E2926-13 9.2 and 9.3.
- 12. The system's analytical software shall allow for spectral display and overlay, qualitative analysis, auto peak identification, peak deconvolution, mapping and calibration.
- 13. Installation of instrument and training
- 14. One (1) year warranty in house (at the Lake County Crime Laboratory) to include all parts, labor and a one (1) year Service Agreement.
- **D.** <u>SERVICE AGREEMENT:</u> This must be quoted separately from the requirements listed in A, B and C of this section. Optional Service Agreement (at the option of the County) to begin after one (1) year warranty. Costs of Service Agreement shall be quoted in one (1) year increments for up to a period of three (3) years. Terms of Service Agreement shall be included in Bid and must include, at a minimum, parts, labor and travels costs.

# VII

# NON-COLLUSION AFFIDAVIT

STATE OF OHIO,	
COUNTY OF LAK	E, SS:
representative ofsubmitting this bid: has not colluded, cobidder or person, to directly or indirectly with any person, to advantage against the contract; that all standirectly or indirectly or data relative ther	being first duly SWORN the is the or authorized
	Affiant & Title
SWORN to before	ne and subscribed in my presence this day of
	, 20
	NOTARY PUBLIC
(seal)	My commission expires
	, 20

# VIII

# $\frac{\text{NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY}}{\text{AFFIDAVIT}}$

STATE OF	
COUNTY OF	SS
	being first duly sworn, deposes and
says that he is the party who made the foregoing bid; the discriminate against any employee or approached, sex or national origin. If awarded shall take affirmative action to insure the religion, color, sex or national origin. If the foregoing bid, this party shall post n	hat such party as bidder does not and shall not oplicant for employment because of race, religion, if the bid and contract under this bid, said party at applicants, without regard to their race, if successful as the lowest and best bidder under ondiscrimination notices in conspicuous places or employment setting forth the provisions of this
- · · · · ·	o abide by the assurances found in Section 153.54 ct Provisions with the Owner if selected as the
	Signature
	Affiant
	Company/Corporation
	Address
	City/State/Zip Code
Sworn to and subscribed before me this (seal)	day of, 20
	Notary

EEO-1

# IX

# STATEMENT AS TO DELINQUENT TAXES

	presently preparing a bid for
(Name of Bidder)	
Code Section 5719.043, that my compa	by affirms under oath, pursuant to Ohio Revised any (is) (is not) charged with delinquent personal of Personal Property for Lake County, Ohio.
Personal Property for Lake County, Ob	ersonal property tax exists on the General List of nio, the amount of such due and unpaid delinquent ies and interest shall be set forth below.
County Treasurer within thirty days of shall also be incorporated into the cont	be transmitted by the Lake County Auditor to the the date it is submitted. A copy of this statement ract made between the Board of Lake County, and no
(Name o	of Bidder)
	any contract unless such statement has been so
Delinquent Personal Property Tax	\$
Penalties	\$
Interest	\$
Ву:	
Title:	
Subscribed in my presence, and sworn 20	to before me thisday of,
	NOTARY PUBLIC